

## SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into on the last date of execution appearing below, by and between the Bellingham School District (District) and Danielle Goodwin (Parent), on her own behalf and on behalf of her dependent child Lucas Goodwin (Student). The District and the Parent are hereinafter referred to collectively as the Parties.

WHEREAS, a dispute has arisen between the Parties regarding the provision of special education to Student; and

WHEREAS, Parent requested a special education due process hearing (Special Education Cause No. 2019-SE-0140) in order to challenge the appropriateness of the District's educational program for Student; and

WHEREAS, Parent requested an Independent Education Evaluation (IEE) of Student at public expense; and

WHEREAS, the District agreed to the Parents request but then requested a special education due process hearing (Special Education Cause No. 2019-SE-0144) in order to define the scope of the IEE; and

WHEREAS, the Parties wish to resolve this matter without need for further legal proceedings;

NOW, THEREFORE, the Parties agree as follows:

1. The District will contract with the following providers to complete evaluations of Student in satisfaction of Parent's request for an IEE at public expense:
  - a. Dr. Stacy Cecchet, PhD, ABPP (academic, adaptative, behavior, cognitive, executive functioning, psychological, and social emotional) of Snohomish Psychology Associates;
  - b. Dr. Lionel Enns, Ph.D, BCBA-D, NCSP (Functional Behavior Assessment) of Under One Roof Psychological Services;
  - c. Marilea Brock, MS SLP-COC, (Communication) of Communication Connection NW; and
  - d. a licensed Occupational Therapist from Seattle Therapy Services (Fine Motor and Sensory Processing/Regulation).
2. The District will initiate the contracting process in time to have contracts with the above providers in place by December 1, 2019, if the providers are responsive to the District.
3. The District will consider records provided by Lucas's current medical provider (Vital Kids Medicine) concurrent with the receipt of reports from the IEE providers identified

- in Section 1. Parent will authorize release of records from Vital Kids Medicine to the District.
4. Pending completion of the IEE identified in Section 1 and an Independent Educational Program (IEP) meeting to review the reports from the IEE providers and the records from Vital Kids Medicine:
    - a. The District will contract with Brock's Academy to provide 10 hours per week of academic tutoring. Arrangement of scheduling and location for these services will be between the contractor and family.
    - b. The District will provide for Student's weekly participation in Animals as Natural Therapy's 90-minute program.
    - c. The District will reimburse Parent for mileage incurred transporting Student to receive those services at the IRS standard mileage rate.
  5. Parent acknowledges and stipulates that the provision of the services described in Section 4 satisfies any obligation of the District to provide Student with a free appropriate public education (FAPE) from the date of execution of this agreement through the date of the IEP meeting identified in Section 4, and waives claims regarding the provision of a FAPE during that time period, with the exception that such waiver is conditioned on the District's implementation of this Agreement. The Parent is in no way compromising or waiving any claims with respect to the implementation of this agreement.
  6. The District will fund the participation of the IEE providers and Dr. Gbedawo in the IEP meeting discussed in Section 4 above. Dr. Gbedawo, Ms. Brock, and the Occupational Therapist from Seattle Therapy Services will participate in this meeting by telephone. Dr. Enns and Dr. Cechhet will attend in person, unless the Parent subsequently agrees to have them participate by phone to ensure the timely scheduling of the meeting.
  7. The District will provide 25 hours of services by Heather Korbmacher to work with Student's IEP team to build and sustain an appropriate program for the and to train staff regarding the same. These services will be implemented over the 2019-20 and 2020-21 school years.
  8. Compensatory Education:
    - a. Academic: The District will contract with Brock's Academy to provide up to 100 hours of academic tutoring to Student as compensatory services. These hours may be used at any time prior to the first day of the District's 2022-2023 school year. Arrangement of scheduling and location for these services will be between the contractor and family.
    - b. Social Emotional/Behavioral/Related Services:

- i. The District will fund Student's participation in either a three night or five night Blue Compass Camp during the summers of 2020 and 2021. This is intended for the Parent and Student to select whichever option the Student is able to participate in at the time. If Blue Compass ceases to exist, the Parties agree to work together in good faith to identifying an alternative comparable provider.
  - ii. The District will fund one nine (9) week session of the Student's participation in Animals as Natural Therapy separate from the services identified in Section 4 above.
  - c. The District will reimburse Parent for mileage incurred for transportation to these services at the IRS standard mileage rate.
9. Upon receipt of an invoice documenting a breakdown of attorney and paralegal time by biller for this matter, the District will issue a payment to Cedar Law PLLC in an amount up to \$18,000 for reimbursement of the Parent's attorney's fees and costs associated with Special Education Cause No. 2019-SE-0140 and Special Education Cause No. 2019-SE-0144. A W-9 has been provided to the District to facilitate this payment. This payment shall be made within thirty (30) calendar days of execution of this agreement.
  10. Parent will contact the Office of Administrative Hearings and request that Special Education Cause No. 2019-SE-0140 be dismissed with prejudice.
  11. The District will contact the Office of Administrative Hearings and request that Special Education Cause No. 2019-SE-0144 be dismissed with prejudice.
  12. The Parties agree that this Agreement is designed to resolve Special Education Cause No. 2019-SE-0140 and Cause No. 2019-SE-0144 and to resolve all claims that Parent or Student may have under Individuals with Disabilities Education Act (as amended) and its implementing regulations including, but not limited to, any matter or claim which was, or could have been asserted in Special Education Cause No. 2019-SE-0140 and Cause No. 2019-SE-0144, prior to the date of execution of this agreement. It is expressly understood and agreed by the Parties that this in no way implicates the Parent's ability to challenge any actions of the District that post-date the execution of this Agreement that are governed by the IDEA (as amended) and its implementing regulations, with the exceptions noted in Section 5 above.
  13. This Agreement is subject to and governed by the laws of the State of Washington. In the event that any provision of this Agreement is determined to be unlawful or invalid, the remaining provisions of this Agreement shall remain in effect. This Agreement reflects the entire agreement of the Parties, and it may not be modified or revised except by a written instrument signed by both parties. Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

14. The Parties agree that this Agreement is designed strictly for the purpose of compromising disputed claims and avoiding the expense and risks of litigation and that this Agreement shall not be interpreted as an admission of liability or an admission as to any fact or conclusion with respect to the subject matter of this litigation. Except as expressly provided for herein, each party shall bear its own costs and expenses, including attorney's fees, and no party shall make claim for same. The Parties agree that this Agreement has been mutually negotiated and drafted and shall not be construed in favor of or against either party.

BELLINGHAM SCHOOL DISTRICT

PARENT



Michael F. Haberman  
Special Education Director



Danielle Goodwin

Nov. 8, 2019  
Date

11/8/19  
Date